
SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment to School Facility Joint Funding and Use Interlocal Agreement

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Cindy Coto

EXT: 7211

MOTION/RECOMMENDATION:

Direction to staff on the Amendment to School Joint Funding and Use Interlocal Agreement as received from the School Board regarding the Lake Mary High School Pool.

District 4 Carlton D. Henley

Cindy Coto

BACKGROUND:

On September 11, 2007, the Board of County Commissioners approved the School Joint Funding and Use Interlocal Agreement for the Lake Mary High School Pool.

Some of the specific terms of the Agreement are delineated below, and a full copy of the Agreement is included as an attachment.

- The County in a separate agreement agreed to enter into a 99 year ground lease with the School Board for a County parcel of no less than 2.5 acres of land on which to construct a swimming pool and educational recreational complex.
- The School Board would cause to be constructed on the property the following improvements. A 50 X 75 meter swimming pool and a 25 X 12 yard swimming pool including facilities for dressing, restrooms, concessions, offices, equipment storage, pool equipment and systems, spectator seating, hardscape and storm water facilities.
- The estimated cost to design and construct the facility is \$1,900,000 in which Seminole County was contributing \$1,200,000, however, County funds could not be expended on construction of the restroom or classroom portions of the facility.
- The City of Lake Mary would contribute a maximum of \$300,000.
- The School would contribute a maximum sum of \$400,000 to be provided by the Lake Mary High School Athletic Boosters, Inc. The School Board would be solely responsible for managing the project design and construction.
- The School Board is solely responsible for the design, construction, operation, maintenance, repair and supervision of the facility.

On January 27, 2009, the School Board adopted an Amendment to the Agreement for consideration by the Seminole County Board of County Commissioners and the City of Lake Mary. The proposed changes in scope of the original Agreement include the following:

- Construct one 50 X 75 Meter swimming pool with provision in the design to include future

construction of a 25 X 12 yard swimming pool.

- The Facility shall include structures and facilities necessary for the regulatory permitting and proper operation of the pool facility. All reference to dressing, restrooms, concessions, offices, equipment storage, pool equipment and systems, spectator seating, hardscape, and storm water were eliminated.
- Amended the sum to be received from the Lake Mary High School Athletic Boosters, Inc. to \$100,000 and identifying \$240,000 to be provided by the School Board for the construction of restroom and auxiliary spaces.
- Amended the project budget to \$1,840,000.

On February 9, 2009, Seminole County and the School Board received a letter from Mayor David Meador, City of Lake Mary, indicating it would be his recommendation to his City Commission not to move forward with the project. The City Commission has taken no action on this item to date.

ATTACHMENTS:

1. Interlocal Agreement for LM pool
2. LM Pool Amendment 2009
3. City of Lake Mary 3rd Party Agrmt

Additionally Reviewed By: No additional reviews

5

SCHOOL FACILITY JOINT FUNDING AND USE INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into on September 25, 2007, in triplicate original, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate, whose principal address is 400 East Lake Mary Boulevard, Sanford, Seminole County, Florida 32773, hereinafter referred to as "SCHOOL BOARD" and the CITY OF LAKE MARY, FLORIDA, a Florida municipal corporation, whose principal address is 100 North Country Club Road, Lake Mary, Florida 32795, hereinafter referred to individually as "CITY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter individually referred to as "COUNTY." Collectively, the CITY and the COUNTY, for the benefit of the public, shall hereinafter be referred to as the "COMMUNITY."

WITNESSETH:

That pursuant to the authority of *Section 163.01, et. seq., and Section 1013.10, Fla. Stat. (2006)* and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the SCHOOL BOARD, COUNTY, and CITY mutually covenant and agree as follows:

1. LAND: The COUNTY, by separate agreement, shall enter into a ninety-nine (99) year ground lease with the SCHOOL BOARD for a parcel of no less than 2.5 acres of land, as described in Exhibit "A", hereinafter referred to as the "PROPERTY" whereupon the SCHOOL BOARD shall construct a swimming pool facility and educational recreational complex, hereinafter referred to as the "FACILITY."
2. IMPROVEMENTS: THE SCHOOL BOARD shall cause to be constructed or erected on the PROPERTY the following improvements:
 - a. A fifty (50) meter x. seventy-five (75) feet (4' to 12' in depth) swimming pool built according to standards of the United States Swimming Association including both two one (1) meter and two three (3) meter competition diving boards, for competitive events in accordance with standards adopted by the Florida State High School Activities Association for high school swimming meets, and a twenty-five (25) yard x. twelve (12) yard swimming pool, of which the FACILITY, including swimming pools, shall be designed and constructed by qualified Florida licensed professionals employed by the SCHOOL BOARD in such manner as to provide a life-expectancy for the FACILITY of a minimum of forty (40) years. The FACILITY shall also include structures and facilities for dressing and restrooms, concessions, offices, equipment storage, pool equipment and systems, spectator seating, hardscape, and storm water collection/ retention that is in excess of any available capacity in the existing adjacent pond on school property.

- b. The FACILITY shall be constructed in accordance with Chapter 514, Fla. Stat. (2006), Chapter 64E-9, F.A.C., and Section 424 of the Florida Building Code.
- c. The SCHOOL BOARD agrees that adjacent existing parking areas associated with Lake Mary High School shall be utilized as parking for the FACILITY and made available to the general public during hours of operation when the FACILITY is open to the general public.
- d. The SCHOOL BOARD has estimated the cost to design and construct the FACILITY to be the sum of One Million Nine Hundred Thousand (\$1,900,000) Dollars. The parties agree to jointly participate in the funding of such design and construction as follows:
 - (1) COUNTY: The maximum sum of \$1,200,000. COUNTY funds shall not be expended on constructing the restroom and classroom portions of the FACILITY.
 - (2) CITY: The maximum sum of \$300,000.
 - (3) SCHOOL BOARD: The maximum sum of \$400,000, the amount of which will be provided by the Lake Mary High School Athletic Boosters, Inc. The SCHOOL BOARD shall be solely responsible for managing and overseeing the project design and construction and may choose to fund any sums by which the actual cost of design and construction of the FACILITY exceeds the \$1,900,000 cost estimate for the FACILITY. The SCHOOL BOARD shall have sole determination to modify the project scope and design as necessary to ensure the total project expenses do not exceed the \$1,900,000 budget.
 - (4) Any funds remaining at the completion of the project shall be returned proportionally to the COUNTY, CITY, and SCHOOL BOARD per amounts contributed in subsection 2.d.

The parties intend that the design of the FACILITY can commence in Fiscal Year (FY) 2007-2008.

- e. The CITY agrees to pay to the SCHOOL BOARD not to exceed \$300,000, based on its proportionate share of invoices certified by SCHOOL BOARD as completed work, in accordance with the shares of the entire estimated cost set forth in subsection 2.d, above. CITY shall reimburse the SCHOOL BOARD the amount certified and requested in each invoice

within 30 calendar days of receipt of the invoice. The CITY represents that \$300,000 in funds have been appropriated and encumbered for this purpose.

- f. The COUNTY agrees to pay to the SCHOOL BOARD not to exceed \$1,200,000, based on its proportionate share of invoices certified by SCHOOL BOARD as completed work, in accordance with the shares of the entire estimated cost set forth in subsection 2.d., above. COUNTY shall reimburse the SCHOOL BOARD the amount certified and requested in each invoice within 30 calendar days of receipt of the invoice. The COUNTY represents that \$1,200,000 in funds have been appropriated and encumbered for this purpose.
- g. The SCHOOL BOARD, COUNTY and CITY agree that the cost of design, administration and construction of the FACILITY shall not exceed the \$1,900,000 budget unless mutually agreed to by all parties as a properly executed amendment to this agreement indicating the additional cost sharing amount to be funded by each party. Further, it is agreed that the scope of the FACILITY as described in ¶ 2 shall not be expanded unless specifically agreed to by the SCHOOL BOARD and that the SCHOOL BOARD reserves the right to reduce the scope of the FACILITY to conform it to the available funding as set forth herein, provided that a swimming pool of no less than 50 meters x 75 feet shall remain in the scope, unless otherwise agreed by and between the parties.

3. PAYMENTS:

- a. No work or expense shall be incurred by the SCHOOL BOARD until all parties execute this agreement.
- b. All disbursements by the SCHOOL BOARD in planning, design and construction of the FACILITY shall be fully documented and available, upon request, for public inspection or audit in accordance with *Chapter 119*, Florida Statutes (2006).

4. SCOPE OF USE OF FACILITY: In consideration of the participation by the COMMUNITY in provision of land and funding for the FACILITY, SCHOOL BOARD agrees to open the FACILITY for COMMUNITY swimming and other use by members of the COMMUNITY as a public recreational resource for the benefit of the COMMUNITY. The SCHOOL BOARD may establish reasonable charges for the use of the FACILITY. Children under 5 years of age shall not be permitted to be present in or at the FACILITY unless they are under direct supervision of a parent or other responsible adult and shall not be permitted in the

pool unless wearing appropriate dress designed to prevent contamination of the pool in the event of urination or defecation.

- a. It is hereby agreed by and between the CITY, COUNTY, and SCHOOL BOARD, that the SCHOOL BOARD shall be solely responsible for the design, construction, control, operation, maintenance, repair, and supervision of the FACILITY and that neither the CITY nor the COUNTY shall have any responsibility in law or fact for the design, construction, control, operation, maintenance, repair, and supervision of the FACILITY except and only as set forth in Section 2 hereof.
 - b. It is further agreed to, by and between the CITY, COUNTY, and SCHOOL BOARD that the SCHOOL BOARD may enter into an agreement or agreements with third-parties for the operation, maintenance, repair, and supervision of the FACILITY, but that any such agreement or agreements shall not relieve the SCHOOL BOARD of any of its agreements as herein stated.
 - c. The FACILITY shall be operated for the exclusive use of the SCHOOL BOARD during regular school attendance days and hours of Lake Mary High School, including for a period of at least 30 minutes prior to the start of the regular school day and 30 minutes following the end of the regular school and during the prescribed seasons and other authorized times for competitive water sports as sanctioned by the Florida High School Athletic Association, such as swimming, water polo, and like sports. At all other times, the FACILITY shall be operated by the SCHOOL BOARD as a public recreational facility. The normal operating days and hours as a public recreational facility shall be consistent with other such facilities in Seminole County, Florida. The pool will be operated on a fiscal year basis to match the SCHOOL BOARD's fiscal year, July 1-June 30.
 - d. SCHOOL BOARD shall be responsible for the posting of the hours of COMMUNITY use of the FACILITY in an area at or near the main entrance to Lake Mary High School. The initial schedule of COMMUNITY use of the FACILITY is indicated in Exhibit "A". Changes to the schedule may be made as deemed necessary by the Principal of Lake Mary High School however, a copy of the amended schedule reflecting such changes shall be provided to the COUNTY and CITY per section 18 herein. All Parties agree to accommodate regional, state or national swim events, provided sufficient advance notice is given to the SCHOOL BOARD, CITY and COUNTY per section 18 herein.
5. CONCESSION SALES: The SCHOOL BOARD reserves for itself the exclusive right and privilege for any third-party operator, school-related club or school service organization to sell food, beverages and other concessions at the

FACILITY at all times. The sale and use of alcoholic beverages at the FACILITY or on the PROPERTY shall be prohibited at all times.

6. SAFETY AND CONTROL OF PREMISES BY SCHOOL BOARD:

- a. The SCHOOL BOARD shall ensure that an adequate number of trained and certified lifeguards are on duty and policing the users of the two swimming pools at all times that the pools are open to the public, whether for school or for use by the COMMUNITY. The SCHOOL BOARD shall further ensure that the FACILITY is operated and maintained in accordance with *Chap 514*, Fla. Stat. (2006) and *Chap. 64E-9*, F.A.C.
- b. Neither the SCHOOL BOARD nor any third party operator shall permit any guest, invitee, employee, agent, or other user to engage in any disorderly conduct or to commit or maintain any waste or nuisance at the FACILITY. Further, neither the SCHOOL BOARD nor any third party operator shall permit any guest, invitee, or employee, agent or other user to engage in any gambling, sale or use of alcoholic beverages or any act or action which violates the laws of the State of Florida or of the United States.
- c. The SCHOOL BOARD shall be solely responsible for the supervision and maintenance of order at the FACILITY.

7. LIABILITY FOR CLAIMS:

- a. The SCHOOL BOARD and the COMMUNITY shall exercise their privileges hereunder at their own risk and expense. The SCHOOL BOARD, however, shall not be relieved of any duty imposed upon it by law for the maintenance of the FACILITY in a safe condition and for the supervision of the FACILITY during all hours of operation.
- b. The SCHOOL BOARD shall be responsible for the maintenance of such insurance as it deems adequate and necessary to protect the SCHOOL BOARD from the risk of loss at the FACILITY, or any contents therein owned by the SCHOOL BOARD by fire, theft, storm, hail, flood, vandalism or other similar losses.

8. CONSTRUCTION DOCUMENTS: Upon completion of design development and final construction documents, a set of such documents shall be provided to the COUNTY and CITY. The COUNTY and CITY may make written comments for revisions thereto; however, the SCHOOL BOARD shall have the authority to make the final decision as to any such comments. For purposes of enforcing the provisions of the Florida Building Code, the SCHOOL BOARD is the Authority

Having Jurisdiction (AHJ) and shall provide required plans reviews and inspections of all construction.

9. SCHOOL BOARD IMPROVEMENTS: The SCHOOL BOARD shall have the right, at its sole cost and expense, to erect or permit to be erected on the PROPERTY such improvements or modifications as are reasonably necessary to further the intended use of the FACILITY, provided that such improvements or modifications neither interfere with the current or proposed educational or public uses of the FACILITY by the SCHOOL BOARD and the COMMUNITY nor violate properly adopted SCHOOL BOARD policies, or COUNTY or CITY ordinances.
10. IMPROVEMENT MAINTENANCE: Unless otherwise mutually agreed in advance in writing, any improvements made pursuant to paragraph 9, shall be the sole maintenance responsibility of the SCHOOL BOARD.
11. FACILITY MAINTENANCE:
 - a. The SCHOOL BOARD, at its cost and expense, agrees to operate, repair and maintain the FACILITY through the term of this Agreement. The SCHOOL BOARD shall perform grounds keeping, grass maintenance, shrubbery, building and fencing maintenance in accordance with its normal grounds and facility maintenance schedules and level of service for Lake Mary High School.
 - b. The SCHOOL BOARD shall safely store and maintain all chemicals and cleaning or maintenance equipment used in the performance of its responsibilities herewith and shall keep and maintain in good working order all pumps, filters, pool water heaters, and other mechanical systems used in connection with the operation of the swimming pools to be constructed on the PROPERTY. The SCHOOL BOARD shall daily test and use appropriate chemicals for the control of bacteria and algae in the swimming pool and other improvements. The SCHOOL BOARD shall repair cracks in the pool and deck surfaces, as well as on fixtures in and around the swimming pool and deck.
 - c. The SCHOOL BOARD shall keep, maintain and re-lamp all lights, lighting and electrical lines and equipment in the pool, bathhouse, and pool deck and ensure that all equipment, buildings, and ancillary structures are in a safe operating condition. The SCHOOL BOARD, at its expense, shall be responsible for maintaining and re-lamping parking area light fixtures.

- d. The SCHOOL BOARD shall make frequent visual inspections to assure the safety of the diving boards and to prevent failure due to cracking or loosening of fastening devices.
 - e. The SCHOOL BOARD shall obtain all necessary regulatory operating permits per Chapter 64E-9, F.A.C.
 - f. The SCHOOL BOARD may contract with a third party for the operation and maintenance of the FACILITY. Any such third party shall be required to observe all of the terms of this agreement, which agreement shall be incorporated into any said third party contract, and said third party shall be subject to *Ch. 119* and *Ch. 286*, Florida Statutes to the extent required by law. Further, any third party operator shall maintain all financial and other records relating to the operation of the FACILITY separate and apart from all other records of the third party and shall be subject to an annual audit as directed by the SCHOOL BOARD to be conducted by an independent certified public accountant in accordance with rules adopted by the Auditor General pursuant to s. 11.45(8) and the Commissioner of Education. The annual audit report shall be submitted within 75 days after the fiscal year's end to the SCHOOL BOARD. Further, any sub-contractor under any third-party operator shall be subject to the terms of this provision.
 - g. Any sub-contractor under any third-party operator shall be subject to the approval of the SCHOOL BOARD.
12. ACCESS: The COMMUNITY shall have the reasonable right of ingress and egress from the PROPERTY in a manner consistent with the terms of this Agreement.
13. LIENS: Neither the SCHOOL BOARD nor the COMMUNITY shall make any contract or agreement for the construction, alteration, repair or maintenance on the contract or agreement for the construction, alteration, repair or maintenance on the PROPERTY or of any improvement now or hereafter erected unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for mechanic's or materialmen's liens against the PROPERTY or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or any other party who may furnish any material, service or labor for any buildings or improvements, alterations or repairs, or maintenance or operation of the FACILITY, at any time shall be or may become entitled to any lien thereon whatsoever. The SCHOOL BOARD, for itself and its assigns, agrees that anyone entitled to the use of the FACILITY under this Agreement who contracts for the building, improvement, alteration, repair or maintenance of the FACILITY or any improvements now or

hereafter erected thereon shall give actual notice of this restriction, in advance, to any and all contractors, sub-contractors, or other persons or firms that may furnish any such material, service or labor.

14. UTILITY SERVICE: The SCHOOL BOARD shall initiate, contract for, and obtain in its name all utility services required for use of the PROPERTY and shall pay all charges for these services as they become due.
15. EVENT SCHEDULING: Subject to the requirements of this agreement, or any other applicable requirements of this agreement, the scheduling of COMMUNITY events and activities at the FACILITY shall be determined and performed by the SCHOOL BOARD. This schedule may be adjusted from time to time based upon mutual agreement of the COMMUNITY and SCHOOL BOARD.
16. ADDITIONS AND IMPROVEMENTS: All additions, changes, and other improvements erected or placed on the PROPERTY shall remain thereon and shall not be removed therefrom during the term of this agreement, absent mutual agreement of the parties. Upon the expiration or termination of this Agreement, all such improvements shall become the property of the COUNTY.
17. NON-SCHOOL BOARD USE: It is specifically understood and agreed by the COMMUNITY and the SCHOOL BOARD, except as herein otherwise provided, that the SCHOOL BOARD shall operate the FACILITY to benefit the public during non-school use hours. As such, the SCHOOL BOARD shall charge reasonable fees and charges for the use of the facility per the SCHOOL BOARD Facility Use Policy.
18. NOTICES: All notices, requests, demands, elections, consents, approvals, designations, and other communications of any kind shall be in writing and addressed to the parties as follows:

SCHOOL BOARD
Superintendent
Seminole County Public Schools
District Administrative Official
400 East Lake Mary Boulevard
Sanford, Florida 32773

And,

Deputy Superintendent
Seminole County Public Schools
District Administrative Office
400 East Lake Mary Boulevard

Sanford, Florida 32773

CITY OF LAKE MARY
City Manager
City of Lake Mary
100 North Country Club Road
Lake Mary, Florida 32795

SEMINOLE COUNTY
County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Any party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other parties of the change of address. Service of notice shall be deemed complete upon mailing.


19. REMEDIES AND DISPUTE SETTLEMENT: In recognition that this is an agreement among Florida local government entities, the parties acknowledge that the requirements of the Interlocal on Mediation and Intergovernmental Cooperation must be observed with respect to any disputes concerning this agreement. The parties further agree that in the event of any breach or default of the terms hereof, the parties are seeking the benefit of their bargain reflected herein. Therefore, the parties agree that the terms of this agreement may be enforced by action for specific performance and/or declaratory judgment if disputes cannot be resolved by non-judicial means, and any party against whom the action or proceeding is brought waives the claim or defense that the respondent party has an adequate remedy at law, or has failed to exhaust administrative remedies. All parties shall bear their own attorney fees and costs related to any dispute settlement or litigation proceedings concerning this Agreement.
20. APPLICABLE LAW: The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement.
21. VENUE: The parties agree that venue for any action arising out of the interpretation, performance, or enforcement of the provisions of this Agreement shall be in Seminole County, Florida.
22. WAIVER OF JURY TRIAL: The parties agree that in the event of any action among and between any or all of the parties arising out of the interpretation, performance or enforcement of the provisions of this Agreement, such action shall

- be tried to Court and each expressly waives its right to jury trial in such circumstance. This provision is not applicable to actions involving third-parties.
23. ASSIGNMENT: The parties shall not assign this Agreement nor any interest arising herein without the written consent of all parties hereto.
24. WAIVER: No consent or waiver, expressed or implied, by any party to or of any breach of any covenant, condition, or duty of any party hereto shall be construed as a waiver to or any other breach of the same or any other covenant, condition or duty.
25. DEFAULT: No party shall be deemed in default under this Agreement if such party is delayed in the performance of any of its obligations if the delay is due to natural disasters, acts of God, restrictions, regulations or controls of any independent governmental agency, civil commotion, insurrection, acts of terrorism, sabotage or enemy or hostile governmental actions, fire or other casualty or other similar event or condition beyond the control of the party delayed. In the event of such delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of such delays.
26. HEADINGS: The headings of each section in this Agreement are for convenience only and do not define, limit, or construe the content of such sections.
27. MISCELLANEOUS:
- a. Nothing herein contained shall be deemed or construed by the parties or by any third party as creating the relationship of partnership or joint venture.
 - b. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.
 - c. The rights and entitlements expressed herein are intended only for the named parties to this Agreement. The parties intend that there are no third-party beneficiaries to this Agreement.
 - d. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.
28. SEVERABILITY: If any one or more of the covenants or provisions of this Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants


or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

29. TERM: The term of this Agreement shall be concurrent with the design and operational life of the facility as set forth in section 2.a. of this agreement or 99 years, whichever is longer, unless otherwise mutually agreed by the parties.
30. COMPLETE AGREEMENT:
- a. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.
- b. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly executed by authorized representatives of the parties.
31. THIS AGREEMENT shall become effective upon approval and execution by the party last signing.

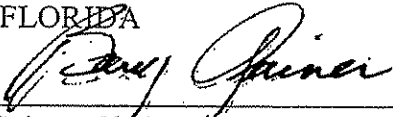
CITY OF LAKE MARY, FLORIDA

By: 
Thomas C. Greene, Mayor
Date: October 4, 2007


ATTEST:


Carol A. Foster, City Clerk

THE SCHOOL BOARD OF SEMINOLE
COUNTY, FLORIDA

By: 
Barry Gainer, Chairman
Date: 9/25/07

ATTEST:


Bill Vogel, Secretary

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton D. Henley
Carlton D. Henley, Chairman
Date: 10-18-07

As authorized for execution by the Board of
County Commissioners at their 9-11,
2007 regular meeting.

ATTEST:

Maryanne Morse
Maryanne Morse, Clerk to the Board
of County Commissioners of Seminole
County, Florida

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

Robert A. McMillan
for Robert A. McMillan, County Attorney

High School Athletic Season
January 21 – April 30, August 15-November 15, 2008

A= Competition Pool (1/2 pool)
 B= Competition Pool (1/2 pool)
 C= Lap/Lesson Pool
 D=Classroom

	A	B	C	D
5:30 AM	Adult Open	Adult Exer.		
6:00 AM	Adult Open	Adult Exer.		
6:30 AM	Adult Open	Adult Exer.		
7:00 AM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
7:30 AM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
8:00 AM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
8:30 AM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
9:00 AM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
9:30 AM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
10:00 AM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
10:30 AM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
11:00 AM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
11:30 AM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
12:00 PM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
12:30 PM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
1:00 PM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
1:30 PM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
2:00 PM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
2:30 PM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
3:00 PM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
3:30 PM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
4:00 PM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
4:30 PM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
5:00 PM	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS	LMHS/SCPS
5:30 PM	Adult Exer.	Open Swim	Lessons	Red Cross
6:00 PM	Adult Exer.	Open Swim	Lessons	Red Cross
6:30 PM	Adult Exer.	Open Swim	Lessons	Red Cross
7:00 PM	Adult Exer.	Open Swim	Lessons	Red Cross
7:30 PM	Adult Exer.	Open Swim	Lessons	Red Cross
8:00 PM	Adult Exer.	Open Swim	Lessons	Red Cross
8:30 PM	Adult Exer.	Open Swim	Lessons	Red Cross

Adult Open: Community Accessibility (Ages 21 and over)
 Adult Exercise: Community Accessibility (Programmed/Instructor led activity)
 Open Swim: Community Accessibility (Open to all age groups)
 Lessons: Community Accessibility (Program/Instructor led activity)
 SCUBA: Community Accessibility (Program/Instructor led activity)
 Red Cross: Community Accessibility (Red Cross Safety Training)

High School Non-Athletic Season
January 1-January 28, May 1-June 6, November 8-December 15, 2008

A= Competition Pool (1/2 pool)
 B= Competition Pool (1/2 pool)
 C= Lap/Lesson Pool
 D=Classroom

	A	B	C	D
5:30 AM	Adult Open	Adult Exer.		
6:00 AM	Adult Open	Adult Exer.		
6:30 AM	Adult Open	Adult Exer.		
7:00 AM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
7:30 AM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
8:00 AM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
8:30 AM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
9:00 AM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
9:30 AM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
10:00 AM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
10:30 AM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
11:00 AM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
11:30 AM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
12:00 PM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
12:30 PM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
1:00 PM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
1:30 PM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
2:00 PM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
2:30 PM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
3:00 PM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
3:30 PM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
4:00 PM	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS	EMHS/SCPS
4:30 PM	Adult Exer.	Open Swim	Lessons	Red Cross
5:00 PM	Adult Exer.	Open Swim	Lessons	Red Cross
5:30 PM	Adult Exer.	Open Swim	Lessons	Red Cross
6:00 PM	Adult Exer.	Open Swim	Lessons	Red Cross
6:30 PM	Adult Exer.	Open Swim	Lessons	Red Cross
7:00 PM	Adult Exer.	Open Swim	Lessons	Red Cross
7:30 PM	Adult Exer.	Open Swim	Lessons	Red Cross
8:00 PM	Adult Exer.	Open Swim	Lessons	Red Cross
8:30 PM	Adult Exer.	Open Swim	Lessons	Red Cross

Adult Open: Community Accessibility (Ages 21 and over)
 Adult Exercise: Community Accessibility (Programmed/Instructor led activity)
 Open Swim: Community Accessibility (Open to all age groups)
 Lessons: Community Accessibility (Program/Instructor led activity)
 SCUBA: Community Accessibility (Program/Instructor led activity)
 Red Cross: Community Accessibility (Red Cross Safety Training)

Community Season
June 6-August 15, December 15-December 31, 2008

A= Competition Pool (1/2 pool)

B= Competition Pool (1/2 pool)

C= Lap/Lesson Pool

D=Classroom

	A	B	C	D
5:30 AM	Adult Open	Adult Exer.		
6:00 AM	Adult Open	Adult Exer.		
6:30 AM	Adult Open	Adult Exer.		
7:00 AM	Adult Open	Adult Exer.		
7:30 AM	Adult Open	Adult Exer.	Lessons	
8:00 AM	Adult Open	Adult Exer.	Lessons	
8:30 AM	Adult Open	Adult Exer.	Lessons	
9:00 AM	Lessons	Open Swim	Open Swim	
9:30 AM	Lessons	Open Swim	Open Swim	
10:00 AM	Lessons	Open Swim	Open Swim	
10:30 AM	Lessons	Open Swim	Open Swim	
11:00 AM	Lessons	Open Swim	Open Swim	
11:30 AM	Lessons	Open Swim	Open Swim	
12:00 PM	Open Swim	Open Swim	Open Swim	
12:30 PM	Open Swim	Open Swim	Open Swim	
1:00 PM	Open Swim	Open Swim	Open Swim	
1:30 PM	Open Swim	Open Swim	Open Swim	
2:00 PM	Open Swim	Open Swim	Open Swim	
2:30 PM	Open Swim	Open Swim	Open Swim	
3:00 PM	Open Swim	Open Swim	Open Swim	
3:30 PM	Open Swim	Open Swim	Open Swim	
4:00 PM	Open Swim	Open Swim	Open Swim	
4:30 PM	Open Swim	Open Swim	Open Swim	
5:00 PM	Adult Exer.	Open Swim	Lessons	
5:30 PM	Adult Exer.	Open Swim	Lessons	Red Cross
6:00 PM	Adult Exer.	Open Swim	Lessons	Red Cross
6:30 PM	Adult Exer.	Open Swim	Lessons	Red Cross
7:00 PM	Adult Exer.	Open Swim	Lessons	Red Cross
7:30 PM	Adult Exer.	Scuba	Lessons	Red Cross
8:00 PM	Adult Exer.	Scuba	Lessons	Red Cross
8:30 PM	Adult Exer.	Scuba	Lessons	Red Cross

Adult Open: Community Accessibility (Ages 21 and over)

Adult Exercise: Community Accessibility (Programmed/Instructor led activity)

Open Swim: Community Accessibility (Open to all age groups)

Lessons: Community Accessibility (Program/Instructor led activity)

SCUBA: Community Accessibility (Program/Instructor led activity)

Red Cross: Community Accessibility (Red Cross Safety Training)

Sample Pool Use Schedule				
Community Season				
June 6-August 15, December 15-December 31, 2008				
Legend				
A= 1/2 of Competition Pool				
B= 1/2 of Competition Pool				
C= Small Pool				
D= Classroom				
Time	A	B	C	D
5:30 AM	3rd Party	Pub Use		
6:00 AM	3rd Party	Pub Use		
6:30 AM	3rd Party	Pub Use		
7:00 AM	3rd Party	Pub Use		
7:30 AM	Pub Use	Pub Use	3rd Party	
8:00 AM	Pub Use	Pub Use	3rd Party	
8:30 A.M.	Pub Use	Pub Use	3rd Party	
9:00 AM	3rd Party	Pub Use	Pub Use	
9:30 AM	3rd Party	Pub Use	Pub Use	
10:00 AM	3rd Party	Pub Use	Pub Use	
10:30 AM	3rd Party	Pub Use	Pub Use	
11:00 AM	3rd Party	Pub Use	Pub Use	
11:30 A.M.	3rd Party	Pub Use	Pub Use	
12:00 PM	Pub Use	Pub Use	Pub Use	
12:30 PM	Pub Use	Pub Use	Pub Use	
1:00 PM	Pub Use	Pub Use	Pub Use	
1:30 PM	Pub Use	Pub Use	Pub Use	
2:00 PM	Pub Use	Pub Use	Pub Use	
2:30 PM	Pub Use	Pub Use	Pub Use	
3:00 PM	Pub Use	Pub Use	Pub Use	
3:30 PM	Pub Use	Pub Use	Pub Use	
4:00 PM	Pub Use	Pub Use	Pub Use	
4:30 PM	Pub Use	Pub Use	Pub Use	
5:00 PM	Pub Use	3rd Party	3rd Party	
5:30 PM	Pub Use	3rd Party	3rd Party	Red Cross
6:00 PM	Pub Use	3rd Party	3rd Party	Red Cross
6:30 PM	Pub Use	3rd Party	3rd Party	Red Cross
7:00 PM	Pub Use	3rd Party	3rd Party	Red Cross
7:30 PM	Pub Use	3rd Party	3rd Party	Red Cross
8:00 PM	Pub Use	3rd Party	3rd Party	Red Cross
8:30 PM	Pub Use	3rd Party	3rd Party	Red Cross

John C. Litton
City Manager
jlitton@lakemaryfl.com



City of Lake Mary

Incorporated in 1973

RECEIVED

OCT 10 2007

SEMINOLE COUNTY
COUNTY MANAGER

October 5, 2007

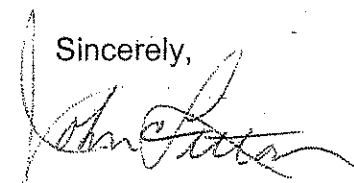
Ms. Cindy Coto, County Manager
Seminole County
1101 E. First Street
Sanford, FL 32771

Dear Ms. Coto:

Enclosed are three originals of the School Facility Joint Funding and Use Interlocal for the construction and operation of a swimming pool at Lake Mary High School as approved and executed by the City. Please have them executed on behalf of Seminole County and then send one fully executed original to Karen Ponder on behalf of the School Board, as well as one to me.

Thank you for your assistance in this matter. If you have any questions, please feel free to contact me.

Sincerely,



John C. Litton
City Manager

Attachments

cc: Dr. Bill Vogel, Superintendent – Seminole County Public Schools (w/o attachment)
Boyd Karns, Principal – Lake Mary High School (w/o attachment)

AMENDMENT TO SCHOOL FACILITY JOINT FUNDING AND USE INTERLOCAL
AGREEMENT

Pursuant to Paragraph 31.b., of the AGREEMENT entered into on September 25, 2007, in triplicate original, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, the CITY OF LAKE MARY, FLORIDA, and SEMINOLE COUNTY, the agreement is amended as follows:

1. Paragraph 2.a: One (1) A fifty (50) meter x. seventy-five (75) meter (4' to 12' in depth) swimming pool built according to standards of the United States Swimming Association including both two one (1) meter and two three (3) meter competition diving boards, for competitive events in accordance with standards adopted by the Florida State High School Activities Association for high school swimming meets, and provision in the design to include the future construction of a twenty-five (25) yard x. twelve (12) yard swimming pool, of which the FACILITY, including swimming pools, shall be designed and constructed by qualified Florida licensed professionals employed by the SCHOOL BOARD in such manner as to provide a life-expectancy for the FACILITY of a minimum of forty (40) years. The FACILITY shall also include structures and facilities necessary for the regulatory permitting and proper operation of the pool facility. dressing and restrooms, concessions, offices, equipment storage, pool equipment and systems, spectator seating, hardscape, and storm water collection/retention that is in excess of any available capacity in the existing adjacent pond on school property.

2. Paragraph 2.d: The SCHOOL BOARD has estimated the cost to design and construct the FACILITY to be the sum of One Million NineEight Hundred, Forty Thousand ~~(\$1,900,000)~~\$1,840,000 Dollars. The parties agree to jointly participate in the funding of such design and construction as follows:

3. Paragraph 2.d(3): SCHOOL BOARD: The maximum sum of \$400,000, \$340,000 of which, \$100,000 the amount of which will be provided by the Lake Mary High School Athletic Boosters, Inc., and \$240,000 provided by the School Board for the construction of restroom and auxiliary spaces. The SCHOOL BOARD shall be solely responsible for managing and overseeing the project design and construction and may choose to fund any sums by which the actual cost of design and construction of the FACILITY exceeds the ~~\$1,900,000~~ \$1,840,000 cost estimate for the FACILITY. The SCHOOL BOARD shall have sole determination to modify the project scope and design as necessary to ensure the total project expenses do not exceed the ~~\$1,900,000~~ \$1,840,000 budget.

4. Paragraph 2.g: The SCHOOL BOARD, COUNTY and CITY agree that the cost of design, administration and construction of the FACILITY shall not exceed the ~~\$1,900,000~~\$1,840,000 budget unless mutually agreed to by all parties as a properly executed amendment to this agreement indicating the additional cost sharing amount to be funded by each party. Further, it is agreed that the scope of the FACILITY as described in ¶ 2 shall not be expanded unless specifically agreed to by the SCHOOL BOARD and that the SCHOOL BOARD reserves the right to reduce the scope of the FACILITY to conform it to the available funding as set forth

herein, provided that a swimming pool of no less than 50 meters x 75 feet shall remain in the scope, unless otherwise agreed by and between the parties.

5. All other conditions set forth in the original AGREEMENT dated September 25, 2007 shall remain unchanged and in effect.

THIS AMENDMENT shall become effective upon approval and execution in counterpart originals by the party last signing.

CITY OF LAKE MARY, FLORIDA

ATTEST:

By: _____
David Meador, Mayor

Carol A. Foster, City Clerk

Date: _____

THIS AMENDMENT shall become effective upon approval and execution in counterpart originals by the party last signing.

THE SCHOOL BOARD OF SEMINOLE
COUNTY, FLORIDA

ATTEST:

By: _____
Dede Schafner, Chairman

Bill Vogel, Secretary

Date: _____

THIS AMENDMENT shall become effective upon approval and execution in counterpart originals by the party last signing.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Bob Dallari, Chairman

ATTEST:

Maryanne Morse, Clerk to the Board
of County Commissioners of Seminole
County, Florida

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2009 regular meeting.

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

Robert A. McMillan, County Attorney

David J. Mealor
Mayor
dmealor@lakemaryfl.com



City of Lake Mary

Incorporated in 1973

RECEIVED

FEB 09 2009

SEMINOLE COUNTY
COUNTY MANAGER

February 9, 2009

The Honorable Bob Dallari
Chairman
Seminole County Board of County
Commission
1101 E. First Street
Sanford, FL 32771

The Honorable Dede Schaffner
Chairman
Seminole County School Board
400 E. Lake Mary Boulevard
Sanford, FL 32773

Dear Bob and Dede:

I would like to acknowledge the remarkable working relationship and partnerships the City of Lake Mary has enjoyed with your respective boards over the years. It is in the spirit of those partnerships that this letter is written.

The Florida Association of Counties, the Florida League of Cities, and the Florida School Boards Association have all prepared us for the pending revenue reductions. That information, coupled with the economic forecast presented to our Legislature last week, should cause us to reevaluate our priorities as we prepare for the upcoming budget.

In my opinion, the amended Tri-Party Agreement related to the proposed swimming pool at Lake Mary High School is substantially different than the original.

I am writing to inform you that it will be my recommendation to the Lake Mary City Commission that we not move forward with this project. With the pending revenue reductions, I believe it to be in the best interest of our citizens to focus on other activities. I look forward to working with you in the future and am thankful for the leadership our boards provide.

If I may be helpful in any manner, please contact me. I will see you at the State of the County Luncheon.

Sincerely,

David J. Mealor
Mayor

cc: John Litton, City Manager
Cindy Coto, County Manager
Dr. Bill Vogel, Superintendent

www.lakemaryfl.com • Main Phone: (407) 585-1423 • Fax: (407) 585-1498

CITY HALL, 100 N. Country Club Road, P.O. Box 958445, Lake Mary, FL 32795-8445

C: Henley, Carey McLean, VDW, B. McMillan, J. Foote 2/9/09 - SP